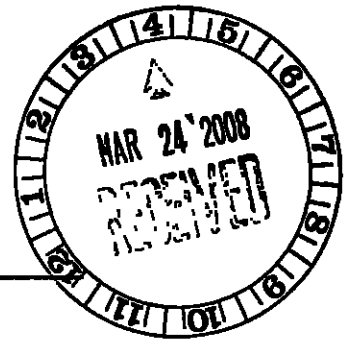


**BEFORE THE
SURFACE TRANSPORTATION BOARD**



STB DOCKET NO. AB-103 (Sub- No. 21X)

ENTERED
Office of Proceedings
MAR 24 2008
Fct of
Public Record

**KANSAS CITY SOUTHERN RAILWAY COMPANY
ABANDONMENT EXEMPTION
LINE IN WARREN COUNTY, MS**

22/877

OFFERORS' MARCH 24, 2008 ACCEPTANCE OF TERMS AND CONDITIONS

1. Now comes Raymond B. English and James Riffin ("E&R"), who herewith file this Offerors' March 24, 2008 Acceptance of Terms and Conditions, and say:

BACKGROUND INFORMATION

2. On February 22, 2008, the Board Served its decision In The Matter Of A Request To Set Terms and Conditions ("Decision") in the above entitled proceeding. In its Decision, the Board stated it would "impose our typical OFA terms: (1) payment is to be made by cash or certified check; (2) closing is to occur within 90 days of the service date of this decision; (3) KCSR shall convey all property by quitclaim deed; and (4) KCSR shall deliver all releases from any mortgage within 90 days of closing." Decision at 11. The Board further ordered:

- A. The purchase price for the **entire line is set at \$504,615.**
- B. The Offerors must accept the terms and conditions established by the Board no later than March 3, 2008.
- C. If the Offerors accept the terms and conditions for the Entire Line, then by March 24, 2008, the Offerors may return to the Board with a request to determine the compensation, if any, owed by the Kansas City Railway Company ("KCSR") due to increased costs of restoring the Remainder to service that was caused by the partial dismantling of the Glass Road Bridge ("Bridge").

- D. KCSR may, by April 14, 2008, respond to Offerors request for compensation.
- E. KCSR must preserve all records, photographs, inspection reports, and any other information relevant to the condition of the Bridge as of October 2, 2007.
- F. Settlement is to occur within 90 days of the service date of the Board's February 22, 2008 Decision (on or before **Thursday, May 22, 2008**).
- G. Payment is to be made by cash or certified check.
- H. KCSR is to convey all property by quitclaim deed.
- I. KCSR shall deliver all releases from any mortgage within 90 days of closing.

3. On March 3, 2008, the Offerors filed their original Offerors' Acceptance of Terms and Conditions. In Offerors' March 3, 2008 Acceptance, Offerors conditioned their Acceptance on four conditions which they had previously stated their Offer to Purchase was subject to. These four conditions were not explicitly stated in the Board's February 22, 2008 Decision. These four conditions were:

- A. **"E&R desire to acquire the Entire Property, including "any and all appurtenances thereto, and all improvements located thereon, and any and all easements, right-of-ways and rights of ingress and egress related thereto" (§1, PSA), INCLUDING any rail, ties, or other track materials;**
- B. **FREE of all liens and encumbrances (§8, PSA);**
- C. **All closing costs are to be divided equally between the parties, except that each party shall be responsible for its own attorney fees; All items customarily apportioned in connection with the sale of property, including, without limitation, property taxes and assessments, shall be pro-rated between E&R and KCSR based on the number of days in the applicable period during which each party held title to the property (§14, PSA)."**
- D. **Offerors acceptance would be in accordance with the Board's precedent in 1411 Corporation – Abandonment Exemption – In Lancaster County, PA, STB Docket No. AB-581X (STB served April 12, 2002) ("1411").**

4. On March 12, 2008, KCSR filed a Request for Clarification, wherein it asked the Board to Order the sale of the Line be subject only to those conditions imposed by the Board in its February 22, 2008 Decision, and specifically asking that the Board NOT impose Offerors' four conditions specified above.

5. On March 17, 2008, the Offerors filed their Reply to KCSR's Request for Clarification.

6. On March 20, 2008, the Board rendered a Decision wherein it denied Offerors' request to supplement the Board's February 22, 2008 terms with the four additional terms identified above. The Board also Ordered Offerors could withdraw their offer to purchase the Line by March 31, 2008, thereby modifying the Board's February 22, 2008 Decision, which required the Offerors to affirmatively accept the terms and conditions set by the Board in its February 22, 2008 Decision.

OFFERORS' MARCH 24, 2008 ACCEPTANCE OF TERMS AND CONDITIONS

7. While Offerors are not required to affirmatively accept the terms and conditions set by the Board in its February 22, 2008 Decision, they elect to do so, in a further attempt to make it abundantly clear what it is Offerors desire to acquire.

8. **Errata.** In their March 3, 2008 Acceptance, Offerors stated: "E&R desire to acquire the **Entire Property.**" What Offerors intended to say, was that Offerors desired to acquire the **Entire Railway Property.** Offerors **do not** desire, nor do they offer, to purchase the Fee Simple Property which was a part of the Purchase and Sale Agreement between KCSR and the City of Vicksburg.

ACCEPTANCE OF BOARD'S TERMS AND CONDITIONS

9. Offerors herewith Offer to purchase the entire **Railway Property**, which is the subject of the above entitled proceeding, subject to the terms and conditions stipulated in the Board's February 22, 2008 Decision, and further subject to any revisions of the Board's February 22, 2008 Decision or the Board's March 20, 2008 Decision, which the Court of Appeals for the

District of Columbia may order.

Respectfully submitted,

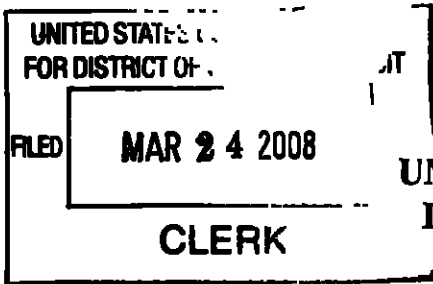

Raymond B. English


James Riffin

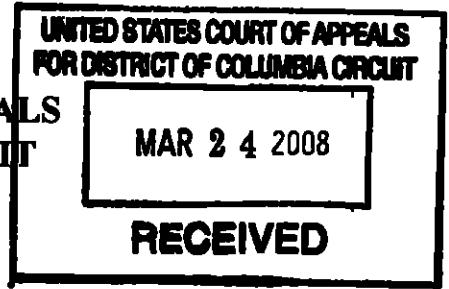
CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of March, 2008, a copy of the foregoing Offerors' March 24, 2008 Acceptance of Terms and Conditions, was mailed via first class mail, postage prepaid, to **William A. Mullins, Baker & Miller PLLC**, Ste 300, 2401 Pennsylvania Ave, N.W., Washington, DC 20037, attorney for Kansas City Southern Railway Company, and to **Craig Richey**, 315 W. 3rd Street, Pittsburg, KS 66762, attorney for Vicksburg Southern Railroad, Inc.


James Riffin



UNITED STATES COURT OF APPEALS
DISTRICT OF COLUMBIA CIRCUIT

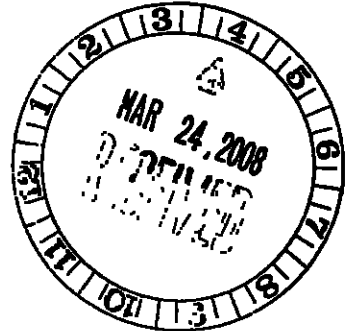


JAMES RIFFIN
Petitioner

Case No.:

V.

**SURFACE TRANSPORTATION
BOARD**
Respondent



* * * * *

**PETITION FOR REVIEW OF
SURFACE TRANSPORTATION BOARD
DECISION SERVED ON FEBRUARY 22, 2008,
DECISION SERVED ON MARCH 20, 2007**

Notice is hereby given this 24th Day of March, 2008, that Petitioner, James Riffin, hereby petitions the United States Court of Appeals for the District of Columbia Circuit for review of the Decisions of the Respondent, Surface Transportation Board, entered (Served) on February 22, 2008, and on March 20, 2008, in the case entitled: ***Kansas City Southern Railway Company – Abandonment Exemption – Line In Warren County, MS***, STB Docket No. AB-103 (Sub-No. 21X).

James Riffin, *Pro Se*
1941 Greenspring Drive
Timonium, MD 21093
(443) 414-6210

**PETITIONER'S DISCLOSURE OF
AFFILIATIONS AND FINANCIAL INTEREST**

Your Petitioner is not a publicly held entity, nor does he have a parent corporation. He has a 100 % ownership interest. No other publicly held corporation or other publicly held entity has a direct financial interest in the outcome of this litigation. Your Petitioner is not a trade association. This case did not arise out of a bankruptcy proceeding.

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of March, 2008, a copy of the foregoing Petition for Review, was served by first class mail, postage prepaid, upon the parties of record noted below.



James Riffin

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